

RECIPROCAL GRANTS OF EASEMENT AND JOINT ROADWAY
AGREEMENT

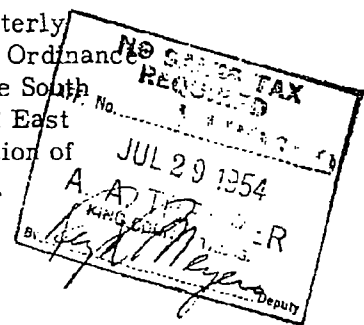
THIS INDENTURE made this 20th day of July, 1954, by and between
KAISER GYPSUM COMPANY, INC., a Washington corporation, hereinafter
called GYPSUM, and LONGVIEW FIBRE COMPANY, a Delaware corporation,
hereinafter called LONGVIEW,

WITNESSETH:

(a) After giving effect to conveyance made this day by Gypsum to
Longview of a parcel of land having a frontage of 3 feet on the westerly line
of East Marginal Way, in Seattle, Washington, and extending 655 feet westerly
parallel to the boundary common to the properties of Longview and Gypsum,
Longview is the owner of real property, hereinafter sometimes referred
to as the Longview property, which is situated in the City of Seattle, State
of Washington and is more particularly described as follows:

That portion of Government Lot 4 in Section 19, Town-
ship 24 North, Range 4 East W. M., described as follows:

Beginning at the intersection of the Southerly margin
of West Fidalgo Street as said street was condemned in
King County Superior Court Cause No. 178890 under Ordinance
No. 46352 of the City of Seattle with the Westerly
margin of East Marginal Way as established under Ordinance
No. 32881 of the City of Seattle, and running thence South
19° 36' 23" East, along the Westerly margin of said East
Marginal Way, 148.91 feet to the point of intersection of



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the Southerly margin of West Fidalgo Street as relocated and established under Ordinance No. 80645 of the City of Seattle with the Westerly margin of said East Marginal Way, which point of intersection is the true point of beginning of the tract herein described; thence South $19^{\circ} 36' 23''$ East, along the Westerly margin of said East Marginal Way, 154.09 feet; thence South $70^{\circ} 23' 37''$ West 555 feet; thence North $19^{\circ} 36' 23''$ West 312.14 feet to the Southerly margin of said West Fidalgo Street as relocated under said Ordinance No. 80645; thence North $83^{\circ} 57' 35''$ East, along said Southerly margin, 673.80 feet to the true point of beginning.

(b) After giving effect to the above mentioned conveyance, Gypsum is the owner of real property, hereinafter sometimes referred to as the Gypsum property, which is situated in the City of Seattle, State of Washington, and is more particularly described as follows:

PARCEL 1:

That portion of Government Lot 4 in Section 19, Township 24 North, Range 4 East W. M., described as follows:

Beginning at the intersection of the South line of West Fidalgo Street, as said street was heretofore condemned in King County Superior Court Cause No. 178890 under Ordinance No. 46352 of the City of Seattle, with the Westerly line of East Marginal Way as now established; thence South $19^{\circ} 36' 23''$ East 300.00 feet along said Way line to true point of beginning of this description; thence continuing South $19^{\circ} 36' 23''$ East 128.4 feet; thence South $60^{\circ} 26' 42''$ West 812.81 feet to the Easterly line of Duwamish Waterway as now established; thence North $19^{\circ} 35' 39''$ West along said Waterway line 608.83 feet; thence North $70^{\circ} 23' 37''$ East 145.46 feet; thence South $19^{\circ} 36' 23''$ East 340 feet; thence North $70^{\circ} 23' 37''$ East 555 feet to the true point of beginning.

EXCEPTING from the above described Parcel 1 that portion of Government Lot No. 4, Section 19, Township 24 North, Range 4 East, W. M., situated in the City of Seattle, County of King, State of Washington, and lying within a tract of land now owned by Kaiser Gypsum Company, Inc., more particularly described as follows:

Beginning at the intersection of the South line of West Fidalgo Street, as said street was heretofore condemned in King County Superior Court Cause 178890 under Ordinance No. 46352 of the City of Seattle, with the Westerly line of East Marginal Way as now established; thence South 19° 36'23" East 300.00 feet, along said Way line to the true point of beginning of this description; thence South 70° 23'37" West 655.00 feet; thence South 19° 36'23" East 3.00 feet; thence North 70° 23'37" East 655.00 feet; thence North 19° 36'23" West 3.00 feet to the point of beginning, containing approximately 0.045 acres.

PARCEL 2:

That portion of Government Lot 4, Section 19, Township 24 North, Range 4 East W. M., lying within a tract of land particularly described as follows:

Beginning at a point on the Westerly marginal line of East Marginal Way from which point the intersection of said Westerly line with the South line of West Fidalgo Street, as said street was heretofore condemned in King County Superior Court Cause No. 178890, as provided by Ordinance No. 46352 of the City of Seattle, bears North 19° 36'23" West a distance of 428.40 feet; running thence South 19° 36'23" East, along said Westerly line of East Marginal Way, 94.85 feet; thence South 9° 23'54" West 137.11 feet; thence South 70° 02'54" West 97.67 feet; thence South 40° 43'54" West 616.98 feet; thence North 49° 16'06" West 134.10 feet; thence South 70° 23'37" West 34.00 feet to the Easterly line of Duwamish Waterway as now established; thence North 19° 35'39" West along the Easterly line of said waterway 263.73 feet; thence North 60° 26'42" East 812.81 feet to the point of beginning.

(c) The parties hereto desire to provide, upon the terms and conditions hereinafter set forth, for a joint private roadway 12 feet wide and 655 feet long, and for the joint construction, use and maintenance thereof.

NOW, THEREFORE, in consideration of the premises and of their mutual promises, the parties hereto do hereby grant, each to the other,

the respective reciprocal easements hereinafter described and do hereby agree as follows:

1. There shall be a private roadway (sometimes hereinafter called "the roadway") with a frontage of 12 feet on the westerly line of East Marginal Way and extending 655 feet westerly, embracing the southerly 6 feet of the Longview property and the northerly 6 feet of the Gypsum property with the result that the common boundary line 655 feet long between the Longview property and the Gypsum property will be the center line of such roadway.

2. The roadway shall be improved by Gypsum by making thereon such compacted fill and compacted rock subgrade with bituminous concrete or black top pavement as shall make the roadway suitable for pedestrian, automobile and truck traffic. Gypsum shall complete the roadway not later than May 1, 1955. The top of pavement of the roadway adjacent to the intersection with East Marginal Way shall be at such elevation as will provide satisfactory passage for vehicles but will not allow storm water from East Marginal Way to flow over the roadway. The roadway shall have a flush crossing with the existing spur railroad track leading into the Gypsum property. From such crossing to the westerly end of the roadway, the roadway shall have a descending grade of not less than $1/4$ of 1% and not more than $4/10$ of 1% as shall be determined by Gypsum as promptly as due diligence will permit and notice thereof shall be given to Longview forthwith.

3. The roadway shall be maintained by Gypsum, and Gypsum shall have the right to determine the extent of such maintenance and to perform the necessary work thereof.

4. The cost of construction and maintenance of the roadway shall be shared equally by Gypsum and Longview.

5. Except with the written consent of Gypsum and Longview, no structure shall be built upon or over the roadway, and no roof or ground surface drainage shall be allowed to flow onto the roadway from the adjoining premises.

6. Gypsum does hereby grant to Longview for the exclusive benefit of and as appurtenant to the Longview property, a perpetual irrevocable easement to use the southerly half of the roadway (together with any and all other portions of the roadway) for ingress to and egress from the Longview property, such use to be by Longview, its licensees and permittees, and to be limited to pedestrian, automobile and truck traffic. The said easement hereby granted to Longview is subject to the right hereby reserved by Gypsum to the equal and concurrent use of said southerly half of the roadway by Gypsum, its licensees and permittees, for the exclusive benefit of the Gypsum property for ingress to and egress from the Gypsum property, such use to be likewise limited to pedestrian, automobile and truck traffic.

In consideration of the City of Seattle granting to Longview a permit to construct a factory building on the property of Longview adjoining the

roadway, Longview has agreed with the City of Seattle that neither Longview nor any successor in interest will consent to the impairment or termination of the foregoing easement if the result thereof would be to reduce the width of the roadway to less than 10 feet, with the proviso that Longview and any successor in interest shall nevertheless, for the purposes of said agreement with the City of Seattle, have the benefit of any reduced width requirements which may hereafter be in effect.

7. Longview does hereby grant to Gypsum for the exclusive benefit of and as appurtenant to the Gypsum property, a perpetual irrevocable easement to use the northerly half of the roadway (together with any and all other portions of the roadway) for ingress to and egress from the Gypsum property, such use to be by Gypsum, its licensees and permittees, and to be limited to pedestrian, automobile and truck traffic. The said easement hereby granted to Gypsum is subject to the right hereby reserved by Longview to the equal and concurrent use of said northerly half of the roadway by Longview, its licensees and permittees, for the exclusive benefit of the Longview property for ingress to and egress from the Longview property, such use to be likewise limited to pedestrian, automobile and truck traffic.

8. No gates or barriers shall be constructed across the roadway without the written consent of both Gypsum and Longview, and the roadway

shall be closed to traffic only to such limited and occasional extent as may be necessary to prevent the creation of a public interest in and to the same.

9. The roadway shall not be used for parking or loading or unloading of automobiles or trucks or for any other purpose except ingress to and egress from the respective properties of Gypsum and Longview by pedestrians, automobiles and trucks. It is particularly provided that on the portion of the roadway which crosses the real property described in that certain grant of easement from Northwestern Glass Company to Henry J. Kaiser Company, dated September 12, 1951, no vehicles shall be parked for the purpose of unloading or for any other purpose.

10. Each party hereto shall hold the other party hereto free and clear from any cost, claim, expense, demand or liability arising out of or resulting from the use by such party and its licensees or permittees of the roadway. Each party hereto agrees that it will carry and maintain public liability insurance in the amount of not less than Two Hundred Thousand Dollars (\$200,000) payable in the event of injury to or death of one person and Five Hundred Thousand Dollars (\$500,000) payable in the event of injury to or death of more than one person arising out of the same occurrence.

11. Longview agrees for itself, its successors and assigns, to waive any and all claims against Gypsum, its successors and assigns, by reason of Longview's use of the roadway on and over the real property

described in that certain grant of easement from Northwestern Glass Company to Henry J. Kaiser Company, dated September 12, 1951, and likewise agrees that the construction and use of the roadway in the manner herein provided for is not a violation of any of the terms and conditions of such grant of easement.

12. This indenture and the easements and agreements herein contained, except for the agreements of Longview and Gypsum to carry and maintain public liability insurance as provided in paragraph 10 hereof, are and shall be binding upon and do and shall inure to the benefit of the parties hereto, their successors and assigns; and the respective agreements herein are and shall be deemed to be covenants running with the land, and both binding and benefiting the above described respective properties of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

KAISER GYPSUM COMPANY, INC.

By

C. H. Harper
Vice President

By

Paul Rogers
Assistant Secretary

APPROVED AS TO FORM
BY *[Signature]* LEGAL DEPT.

LONGVIEW FIBRE COMPANY

By

H. L. Weckenburg
President

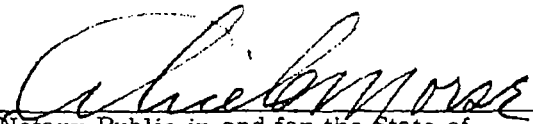
By

L. C. Peabody
Secretary

STATE OF CALIFORNIA)
) ss.
 CITY AND COUNTY OF SAN FRANCISCO)

On this 22nd day of July, 1954, before me personally appeared H. L. WOLLENBERG and L. C. PEABODY, to me known to be the President and Secretary of LONGVIEW FIBRE COMPANY, one of the corporations that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

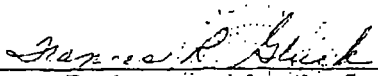

 Notary Public in and for the State of
 California, residing at San Francisco

My Commission Expires August 24, 1955

STATE OF CALIFORNIA)
) ss.
 COUNTY OF ALAMEDA)

On this 20th day of July, 1954, before me personally appeared C. E. HARPER and PAUL E. ROGERS to me known to be the Vice President and Assistant Secretary of KAISER GYPSUM COMPANY, INC., one of the corporations that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.


 Notary Public in and for the State of
 California, residing at Oakland

Filed for Record Jul 29 1954 3 59 P.M.
 Request of Puget Sound Title Insurance Co.
 ROBERT A. MORRIS, County Auditor